LOUISIANA

Department of HEALTH and HOSPITALS

Office of Public Health

Vital Records
Request for Proposals

**Submission Deadline is
4:00pm, Tuesday, July 20th, 2004**

_____
CONTRACTOR

_____
Authorized Signature

_____
Date

_____
Price

State of Louisiana
Department of Health & Hospitals
Office of Public Health
Request for Proposals
Vital Records / Statistics

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Office of Public Health
Vital Records Project

Request for Proposal

I.   Introduction

The Louisiana Vital Records Registry is responsible for maintaining birth, adoption, putative fathers' registry, death, fetal death, marriage, divorce and induced termination of pregnancy (ITOP) records for the citizens of the State of Louisiana. The duties performed include receiving, correcting, and archiving records, collecting fees relating to the registrations and corrections of records, plus operating mail and multiple in-person statewide sales facilities. In addition to these functions, the State Center for Health Statistics is responsible for compiling, analyzing and disseminating information relevant to these activities and to general public health issues and programs through a health date clearinghouse concept.

Records and Statistics, Office of Public Health (OPH) is seeking proposals to
   • provide vital records and health statistics software to handle our existing processes.
   • provide a vital records and health statistics software application to handle newly mandated processes. The National Center for Health Statistics (NCHS) has mandated significant changes relating to the processing and compiling of statistics for these vital events and the new system needs to comply with those specifications for data elements, speed and convenience of processing, records availability/accessibility, and record/file quality.
   • replace the records and statistics processes currently in place. Effecting these changes will require a re-engineering of the Records and Statistics system and its multi-faceted processes. The application procured through the contract resulting from this RFP will replace the OPH process currently in place.

It is the intent of this Request for Proposals (RFP) to give the reader an understanding of the present state of the system, to list the agency's known requirements for a new Records and Statistics application, and to provide documentation and resources to assist in the understanding of the needs of OPH.

II. Purpose of this RFP

The purpose of this document is to solicit proposals from companies that provide integrated vital records software to expedite the collection and dissemination of vital records birth, including adoption and putative fathers' registry death, fetal death, marriage, divorce, and induced termination of pregnancy data electronically. The application must contain a verification process for vital record data input and conform to NCHS and HIPAA guidelines, including the 2003 certificate revisions. Additional objectives of this contract are to:

- Reduce the time it takes to process a request for a birth or death certificate.

- Improve credit card payment options for our customers.

- Expand the number of locations where information is available.

- System should have the ability to provide "keepsake" birth certificates and the associated accounting support.

- Decrease the amount of time it takes to get birth data to NCHS / SSA.

- Reduce paperwork and keypunching. Devise ways to capture information closer to the source than paper records / keypunching provides.

- Improve reporting capabilities of the system. Provide a flexible and all inclusive way to access data and create reports in house.

- Increase revenue by streamlining the systems

- Improve the ability of the remote sites to process and issue certificates

III. Invitation to propose

The Office of Public Health is inviting potential contractors to submit proposals for services to provide an integrated vital records application in accordance with the specifications and conditions set forth herein.

The estimated duration of the contract is for a maximum of three (3) years.

Contractors will submit one (1) original and ten (10) hard copies of proposals. Proposals will be accepted until 4:00 pm, CST, Tuesday, July 20th, 2004. Any proposals received after the closing date and time will not be considered.

All proposals and written questions are to be submitted to:

Audrey Pugh
1201 Capitol Access Rd.
Bin #4
Baton Rouge, LA 70802
Phone: 225-342-8096
Email: apugh@dhh.la.gov

IV.   Schedule of Events

The following schedule of events has been established and is subject to modification by the Issuing Office. The State reserves the right to deviate from this schedule.

Activity	Tentative Schedule
Public Notice of RFP by advertising in the Official Journal of the State and in one or more newspapers of general circulation in the state	Friday, June 18th
Deadline for receipt of written questions	Tuesday, June 29th
Written response to questions provided by potential Proposers	Friday, July 2nd
Deadline for receipt of proposals	Tuesday, July 20th
Evaluation of proposals	Thursday, July 22nd
Notice of Award; unsuccessful bidders notified by mail	Monday, August 16th
Contract negotiation begins	Wednesday, August 18th

V.   General Requirements:

1.   OPH requires a vital records software application to expedite the collection and dissemination of vital records birth including adoption and putative fathers' registry, death, fetal death, marriage, divorce, and induced termination of pregnancy data electronically. The objective is to eliminate, or greatly reduce, the amount of keypunch work that needs to be done to capture the required data, and to simplify and streamline maintaining and issuing vital records documents and statistics. In order to achieve those goals, Contractor will create a new integrated Vital Records Software Application. The application must contain a verification process for vital record data input and conform to NCHS and HIPAA guidelines, including the 2003 certificate revisions. The application should be well documented, easy to use and easy to modify as needs and situations change. The application will be utilized by data providers such as OPH, hospitals, issuance offices, funeral homes, parish (county) clerks, and additional remote sites. The hospitals, issuance offices, and other remote site data providers are located throughout the State. The application will utilize a centrally located database, allowing tasks currently performed at OPH to be performed at the remote sites, and to allow OPH to monitor and report on remote site activity. In order to facilitate acceptance and for ease of implementation, the application will only require a data provider to have internet access (probably through an ISP), and for the client workstation to only have Microsoft's Internet Explorer installed. Contractor software that needs to be installed on the client workstation is not an acceptable solution. The deliverable for this requirement will be a new Vital Records application that will replace all current software functions and processes of our existing OPH mainframe and EBC application. It must utilize a centrally located Oracle database, employ a web browser based client interface and provide a complete integrated vital records system to include data capture, maintenance, and issuance for Birth, Death, Fetal Death, Marriage, Divorce, and Induced Termination of Pregnancy data. It should successfully reproduce all existing queries for analysis by the various states, local and federal users. The system will also allow for extensive flexibility in ad-hoc reporting by the records and statistics staff, the service centers, Clerks of Courts, hospitals, funeral homes and other administrative or statistical users.

2.   A requirements analysis phase will be performed to document the requirements of OPH. The requirements analysis phase will include on site visits to Louisiana's Vital Records office, and may require visiting a number of Parish Health units, Hospitals, Funeral homes, Clerks of Court, and/or other information providers and users to verify their processes and to understand their requirements. Of particular importance is Woman's Hospital in Baton Rouge and other input sources that presently submit data manually. Currently some sites records are being machine printed and submitted in hard copy form. To avoid double key entry, OPH will request that these institutions utilize the new application. OPH cannot mandate that these institutions utilize the new application, but requires the Contractor to address these institution's needs into their application. This may require site visits to reassure these sites of the viability of utilizing the new application, and may require reports and/or other processing for these institutions.

3. The requirements phase should identify and list in detail every report, function and module that will be required. The contractor is responsible for assuring the proposed solution complies with State and Federal archive laws and regulations including but not limited to acceptable document format and storage requirements.

4. The Contractor should provide:

   a. A functional requirements document describing OPH's vital records needs, including the requirements of the remote sites. This would be accomplished by studying our existing environment and determining what needs are being met by it.

   b. A detailed design document describing how those requirements will be met by the Contractor's application.

   c. State of the art software to automate the Vital Records and Statistics functions of the Office of Public Health.

   d. A plan detailing how document imaging will be incorporated into the system.

   e. Details of security features included in the solution. The new Vital Records application must be highly secure, but available statewide. Remote OPH employees, and authorized remote sites need to access records/processes via the internet.

   f. Details of how the data conversion / migration of all existing vital records information will take place.

   g. Implementation Plan. The Contractor will be responsible for installing the new Vital Records application at OPH, including the configuration of the database(s) and any other software required, and any hardware, for the application to function properly.

   h. Training. Contractor will provide training for approximately 50 users, including OPH administrators, users and remote users. Training will be conducted at a centrally located site within Louisiana. The Contractor should anticipate at least two weeks of training sessions. The deliverable from this requirement will be a Training Plan detailing the training sessions to be provided, the target class size and the training sessions themselves. The Contractor should supply an initial training plan that details the Contractor's training process. Every skill necessary by both Administrators and users should be carefully detailed in the documentation and covered in a classroom or hands on type environment.

5. OPH requirements and federal requirements often change. Often OPH and Federal staff need to collect and analyze additional data about certain vital events. The new Vital Records application must be flexible enough to allow OPH to add, remove, or change data elements on vital event screens. An interface for the new

Vital Records application must be provided to OPH to allow for the data entry screen changes, and the changes must be able to be made without Contractor intervention. The deliverable for this requirement is an interface to allow OPH to add, remove, or change data entry elements on vital event screens, including changing any edit rules for the fields and the content of all pre-set or pre-designed statistical products.

6. The new system should be functionally equivalent to the existing mainframe based system, the EBC PC-based software and the Encounters software. At a minimum it should include the following functional equivalents and planned enhancements:

a. Enable all providers of vital records event records the ability to file records over the internet. Among the providers to be included are hospitals, birthing centers, funeral homes, physicians certifying cause of death, clerks of court, and induced termination clinics.

b. Capture new event records in the manner and detail needed to meet the 2003 (or later) NCHS requirements and the needs of all current data uses of the mainframe system.

c. Ability to add, update, delete, inquire and search records.

d. Ability to capture specific field value changes in event records and retain that information for the life of the event record. Provide mechanism for viewing the changes associated with a record.

e. Archive all deleted birth and death records permanently.

f. Ability to add/update older closed-out event records through a modified application that includes only those fields needed for long-term processing. Birth and death systems only.

g. Ability to print long and short form versions of birth and death event records that are eligible for issuance as certified documents. On a list of records matching search criteria, make the records eligible for full versus short form issuance appear visually distinctive.

h. Accommodate printing to various central office users, parish health units and parish clerks of court.

i. Capture history of all certified documents generated on-line for each birth and death event record. Disallow generation of additional copies once a specified threshhold is reached.

j. Ability to distinguish between records meeting various levels of acceptance and usability. Ability to flag and un-flag records (with appropriate annotations) to remove and restore ability to issue certified documents.

k. Provide for automated assignment of geographic codes in the NCHS Section I and Section II files with ability to override specific fields involved in the automated assignment or to manually assign a code.

l. Provide separate customized, on-line applications for use by Tumor Registries, Clerks of Court, DHH Bureau of Health Services Financing (BHSF) and the Social Security Administration. Capture transaction detail and provide separate monthly usage reports for each application group.

m. Provide a mechanism for authorizing individual users to have the appropriate level of access to view or alter data. Maintain a permanent history file of all updated or deleted user IDs.

n. Store detail on shipments of data to NCHS and SSA. Make the shipment history viewable on-line.

o. Provide mechanism for dual keying event records that are added from hardcopy documents.

p. Provide a mechanism for importing flat file event data records from specific entities (such as Woman's Hospital) into a holding file. Provide a mechanism for records to be walked over to the permanent file, one at a time, while undergoing system edits on each data field and the review/acceptance of Vital Records personnel.

q. Provide on-line function to identify missing event records between a start and end point.

r. Provide function to annotate a birth record with deceased information as its corresponding death record is annotated with its birth information.

s. Provide batch routine(s) to annotate birth records with the SSN assigned by the Social Security Administration both as a result of the Enumeration at Birth (EAB) process and the SS5 process.

t. Provide routines to close-out a calendar year's data once it is considered essentially complete. Include the following:

1. Disable all records from the closed year from being shipped to NCHS and notify NCHS that the year's data is in final form.

2. Extract records for use at the OPH state center (both in-state events and out of state events occurring to Louisiana residents.

3. Merge this year's state close out file to a multiple year dataset consisting of all years extracted in the same format.

4. Create an off-site copy of all historical multiple year datasets for the event.

u. Provide routines to apply batch edits to a range of event records (separate routines for each event) to detect errors, omissions and possible duplicate filings. Incorporate the NCHS Part 11 specifications in the death demographic/medical edits.

v. Generate a variety of productivity reports to track the volume and type of activity performed by all employees in a specific period. Generate an audit report of any individual user's activity for any given period of time within the past 39 months.

w. Generate a weekly batch of complimentary birth certificates with mother's mailing address and postal barcode to facility post office handling.

x. Generate a variety of death reports for specific death causes or to summarize causes.

y. Generate a variety of management reports to manage the flow of data into the Registry, to pinpoint problems with timeliness of filings, to analyze the quality of records, and to identify master records that are deleted or undergo an excessive number of field changes.

z. Accommodate approximately 35 batch interfaces which are provided at the procurement library located at:
http://www.oph.dhh.state.la.us/recordsstatistics/vitalrecords/page20dd.html

aa. Accommodate all business functions included in the current Encounters system.

7. Projected Milestones (Contractor may accelerate delivery)

Event	Event Completion
Data Conversion	10/01/04
Complete Installation and Testing of Birth Subsystem	01/01/2005
Complete Installation and Testing of Death Subsystem	05/01/2005
Complete Installation and Testing of Fetal Death Subsystem	07/01/2005
Complete Installation and Testing of Marriage Subsystem	09/01/2005
Complete Installation and Testing of Divorce Subsystem	11/01/2005
Complete Installation and Testing of Induced Termination of Pregnancy (ITOP) Subsystem	01/01/2006

VI.   General Requirements for Vital Record Data Processing

1. The software system must comply with the 2003 National Center for Health Statistics (NCHS) standards to include all data elements requested by NCHS. See http://www.cdc.gov/nchs/vital_certs_rev.htm for details.

2. The software should provide utilities to enter support table data (code tables). All drop down lists in the data entry user interfaces must be code tables that are maintained by OPH. No "hard coding" of any drop down lists is allowable. The software must provide the capability for providing context sensitive help to the users of the drop down lists.

3. The software should include the ability to auto-fill fields based on data entry selected in a drop down field. (Example: When a hospital is selected from a drop down, the birth city, county, etc are auto-populated from the Hospital code table.) The software must include a user interface to allow OPH to configure and maintain this auto-fill capability.

4. The software should provide the ability to perform filtering based on user selections. For example, if a Parish is selected from a drop down list, the list of cities within that parish would be filtered to only include cities within that Parish.   The software should include a user interface to allow OPH to configure and maintain this filtering capability.

5. The software should execute soft and hard edits for each vital event data entry field. Hard edits are defined, as the user may not leave the data entry field until valid data is entered. Soft edits are defined, as the user will view a warning message that they must acknowledge when leaving a data entry field. On a soft edit the user has the choice to move from the data entry field, or to return to the data entry field to modify the entry. The software should provide an interface for OPH to configure ALL edit rules, including cross-field edit rules, the ability to support multiple edit rules for a data entry field, and the ability to configure which edit rules will be executed first when multiple edit rules are configured.   The interface should allow edit rules to be configured based on one or more data entry fields becoming populated with specific data, or the possibility of no data at all entered in one or more data entry fields, or a combination of either case.

6. The software should not allow a record to be "filed" until all required fields are completed. The software should also allow an unfinished record to be saved. The software should allow the data provider the ability to finish the record when the remaining data elements are available. A data provider may save any number of unfinished records, and may save a record as unfinished any number of times. When saving an unfinished record, the application should present the fields that need to be completed, and should allow the user the

ability to quickly navigate to the screen where the unfinished field is to correct the entry. Reports of incomplete records should be available to the data provider with a periodic "reminder" system.

7. The software should allow data entry fields to become disabled based on data input. For example, if the mother is entered into the system as not married, the legal father's name fields are disabled. The software should provide a user interface for OPH to configure which data entry fields become disabled. The interface should allow data entry fields to become disabled based on one or more data entry fields becoming populated with specific data, or the possibility of no data at all entered in one or more data entry fields, or a combination of either case.

8. The software should be designed so that duplicate record checking is performed to reduce the possibility of duplicate records. The duplicate record checking should be performed both when all fields used for duplicate checking are completed, and before the record is saved to the database. The software should provide an interface to OPH to select which fields from the data entry screens they will use for duplicate checking. The interface will allow any fields that the user may input data on to be included in the duplicate checking process.

9. The software should allow for an interface for OPH to change all vital event data entry screen appearances, including: labels for data entry fields, field sizes for data entry fields, edit rules for data entry fields, disable rules for data entry fields, placement on screens for data entry fields, and any associated help for data entry fields. The interface should allow OPH to alter all data entry fields, to add new data entry fields, and to remove data entry fields from any vital event data entry screens. The data entry screens are defined as any screen that allows the user to input vital event data, including the data entry screens for ancillary data such as adoption screens, paternity related screens, etc.

10. The software system should provide a means for OPH to notify all users, or particular groups of users, of system-wide issues such as scheduled maintenance and system upgrades.

11. The software system should include the ability to generate sales of certified copies of vital event documents via a walk-up service, fax, and a mail-in service. The ability to input information about the request, and to either fulfill the request, or to route the request to a fulfillment group is required. The software should provide the ability to print a copy of a Vital Event record for customers based on the rights and privileges assigned to the requester and as set up through the administration module. The price (including breakdown of the price) and types of certificates printed must have an interface for OPH to configure the items.

12. The software system should include the ability to accept various payment types, including cash, check, money order, bill to, credit card, or any combination of payment types. The software system should include the ability to interface with a credit card authorization package. The authorization package may be VitalChek, or any other viable credit card authorization package. OPH will work with the Contractor to identify acceptable credit card authorization procedures, and to negotiate the implementation of a credit card authorization package.

13. The software should provide the ability for the end-user to print reports, forms, and documents from the Web browser-based interface to the user's default printer. The software should provide the ability to generate user reports, system manager reports, and audit trail reports.

14. The software must allow the State to create data files for NCHS, SSA, Super Micar, and other agencies electronically. The file generation must be able to be launched by OPH at any time, and must include records to be submitted for the period, with the ability to retransmit records. If a record changes that requires re-submission the software should automatically mark that record and include it in the next file generation. The Contractor must have the ability to utilize Web Services in order to exchange data in XML format.

VII.   Birth subsystem requirements:

1. The software system must provide an Internet browser-based application to enter data for Births.   The application must be able to execute on a client workstation that has internet access with only the operating system and a web browser installed.   No Contractor software may be installed on the client workstation in order to execute the new Vital Records application.   The birth module should minimally accommodate: Adding a New Birth Record at OPH, Hospital, or Remote Issuance Office, Processing Unfinished Birth Records, Automated and Manual Geographic Coding of a Birth Record, Searching for and viewing a Birth Record, Modifying an Existing Birth Record – Corrections and Amendments, Voiding and Deleting an Existing Birth Record, Processing Out-of-State Births that occur to a Resident, Adding a Delayed Birth Record, Processing a Foreign Birth Adoption, Processing an Adoption for a Resident (including maintaining a putative father registry), Manually Setting/Re-setting the Deceased Flag for Birth Records (the death module should contain the ability to automatically set the deceased flag for a birth record), Setting/Re-setting the Disclosure Flag for Adoptions, Setting/Re-setting the Hold Flag on a Birth Record, Processing an Affidavit of Paternity (AOP) Associated with a Birth Record both at the time of birth and after the record has been filed, Processing a Gender Change, Processing a Legal Name Change, Birth Registration Notice Printing, Birth Certificate Printing (Issuance) – Including Statement of No Record Found, Printing a Non-Certified Copy of a Birth Record, Birth Reports, File Generation – including Import (appending the SSA feedback file) and Export capabilities (creating files for NCHS and other external agencies).

2. The software should provide a system for printing documents (either with or without data) to the end-user's printer such as Birth Worksheets and user reports**.**

3. The software should provide for the automatic routing of a data record to the next entity involved in its processing, once the originating entity has certified that the record is complete. (Example: Birth record is routed to the State once the originating hospital has reviewed the Birth record and marked that record as "complete." Requiring the entity to have to "submit" a batch and/or single record to the State is not acceptable.).

4. The software should provide the ability to load historical event data (births) into the proposed system.

5. The software should provide the ability to flag a Birth Certificate so that it will not be issued (put on hold). The software should provide the ability for the State to identify the reason for preventing the issuance of the certificate. The software should also allow users to be granted the right to issue certificates

that have been put on hold, and for the State to remove the hold on the certificate.

6. Hospitals should be able to verify all information electronically before the record is submitted to the State. Once submitted to the State, the hospital will only be able to view the record that was submitted, it cannot make changes once the record has been filed. The hospital will never be able to view modifications done by the State. Hospitals should be able to view their own records and to perform ad hoc reporting as needed.

7. The software should provide for the ability to perform modifications to a birth record for any data element collected about a birth record.

8. The software should provide the ability to search by criteria such as: child's name, date of birth, mother's name and/or hospital name. The software search feature must support multiple or combination search criteria. (Example: Search the database by mother's last name, baby's birth date, and hospital name). Extensive ad hoc reporting of business activities and statistical data should be allowed with controlled user access codes.

9. Required Interfaces:

    a) OPH State Center for Health Information (SCHI)
        Create a year-to-date sequential file as data completes the processing month batch edit process, and an annual sequential file as the calendar year is "closed-out". The files are for use in statistical analysis and ad-hoc reporting within OPH.

    b) National Center for Health Statistics (NCHS)
        Create weekly flat files of "current" and "prior" calendar year death records that were either added in the previous week or underwent an update to a data field(s) involved in the NCHS interface. For each data file, a transmittal notice file is generated.

    c) Interstate Exchange
        Create a printed abstract of birth demographic and health information data for each mother who gave birth in Louisiana but resides in a state other than Louisiana, in a U.S. territory or in Canada. The abstracts are forwarded to the state, territory or Canadian province of the mother's residence.

    d) Social Security Administration (SSA) Enumeration At Birth (EAB)
        Create weekly files of "current" and "prior" calendar year birth records of all infants whose parents want a social security number issued for the child.

e) SSA EAB Feedback
Receive a "feedback" file from SSA with the SSN assigned by SSA to each record in the EAB file. Annotate the child's SSN on the corresponding birth database records. Two feedback files are usually received each week.

f) SSA SS5
Receive a "SS5" file from SSA with the SSN assigned by SSA to children born in Louisiana whose parents did not elect to participate in the EAB process. Annotate the child's SSN on the corresponding birth database records. A SS5 file is usually received each workday.

g) Electronic_Birth Certificate (EBC)
Receive flat, sequential records generated for newborn births by the PC-based Genesis EBC software in use at various birthing facilities. Load the records to the birth verification database for later acceptance by Vital Records personnel in an on-line application that enables completion, editing and migration of records to the permanent database. A file is usually received each workday.

h) Clerk of Court Document Issuance
Customized on-line application for use by the Clerks of Court (via the Secretary of State's network) to print birth certificates and birth cards.

i) DHH Bureau of Health Services Financing (BHSF)
Customized on-line application for use by BHSF to verify birth facts for LaChip applicants.

j) DSS Support Enforcement
Receive a monthly "request" file from Support Enforcement containing records to be matched with records in the birth database. A file containing the matched records is returned to Support Enforcement.

k) OPH Immunization Registry
Create a weekly flat file of all infants whose parents want the child enrolled in the Immunization Registry.

l) OPH Communicative Disorders.
Receive a weekly "request" file from Communicative Disorders containing records to be matched with records in the birth database. A file containing the matched records is returned to Communicative Disorders.

m) OPH Pregnancy Risk Assessment Monitoring System (PRAMS)
Create a weekly flat file for use by the PRAMS program within OPH. The file contains all birth records added to the system in the previous week.

n) CDC PRAMS
Create an annual flat file for use by the CDC. The file contains all birth records for the calendar year.

o) Region 9 Immunization Registry
Print an alphabetical listing of births occurring within the past year to mother's who reside in specific Louisiana parishes.

p) Capable of handling other agency interfaces as required and necessary for agency operations.

VIII. Death Subsystem Requirements:

1. The software system at a minimum must provide an Internet browser-based application to enter data for Deaths. The application must be able to execute on a client workstation that has internet access with only the operating system and a web browser installed. No Contractor software may be installed on the client workstation in order to execute the new Vital Records application. The Death module should minimally accommodate: Adding a new death record at the Hospital, Physicians, or Funeral Home, Processing Unfinished Death Records, Processing Incomplete Death Records (Completing a Death Certificate initiated by another entity (for example: Death Record started by Hospital and Completed by Funeral Home), Print and issue a Burial Transit Permit, Cremation Permit, Funeral Home Transferring a Death Record, Processing a Disinterment, Transit, and Re-internment Permit, Coding a Death Record (creating an export file to be read by SuperMICAR and importing files created by ACME/TRANSAX), Searching for and viewing a Death Record, Modifying an Existing Death Record – Corrections and Amendments, Voiding and Deleting an Existing Death Record, Processing Out-of-State Deaths that Occur to a Resident, Adding a Delayed Death Record, Death Certificate Printing – Including Statement of No Record Found, Printing a Non-Certified Copy of a Death Record, Death Reports, File Generation – including Import and Export capabilities (creating files for NCHS and other internal and external agencies).

2. The software should provide a system for printing documents (either with or without data) to the end-user's printer. Examples are: Death Worksheet and reports**.**

3. The software should provide for the automatic routing of a data record to the next entity involved in its processing, once the originating entity has certified that the record is complete. (Example: Death record is routed to the Physician once the funeral home has reviewed the Death record and marked that record as "complete.").

4. The software should provide the ability to load historical event data (deaths) into the proposed system.

5. The software should provide the ability to flag a Death Certificate so that it will not be issued (put on hold). The software must provide the ability for the State to identify the reason for preventing the issuance of the certificate. The software should also allow users to be granted the right to issue certificates that have been put on hold, and for the State to remove the hold on the certificate.

6. Data Providers should be able to verify all information electronically before the record is submitted to the next data provider. Once submitted to the State, the data providers will only be able to view the record that was submitted, they cannot make changes once the record has been filed. The data providers will never be able to view modifications done at the State.

7. The software should provide for the ability to perform modifications to a death record for any data element collected about a death record.

8. The software should provide the ability to search by criteria such as: Decedent's name, date of death, date of birth, mother's name and/or residence city and date of birth.

9. The software search feature should support multiple or combination search criteria. (Example: Search the database by mother's last name and date of death). Data providers should be able to view their own records and create ad hoc reports.

10. The software should provide for the ability to automatically mark birth records as deceased when a death record is submitted, when the matching criteria is met. Extensive ad hoc reporting of business activities and statistical data should be allowed, with controlled user access codes.

11. Required Interfaces:
    a) OPH State Center for Health Information (SCHI)
       Create a year-to-date sequential file as data completes the processing month batch edit process, and an annual sequential file as the calendar year is "closed-out". The files are for use in statistical analysis and adhoc reporting within OPH.

    b) National Center for Health Statistics (NCHS)
       Create weekly flat files of "current" and "prior" calendar year death records that were either added in the previous week or underwent an update to a data field(s) involved in the NCHS interface. For each data file, a transmittal notice file is generated.

    c) Interstate Exchange
       Create a printed abstract of death demographic and medical data for each decedent who died in Louisiana but resided in or was born in a state other than Louisiana, in a U.S. territory or in Canada. The abstracts are forwarded to the state, territory or Canadian province of the decedent's residence or birth.

    d) Social Security Administration
       Create weekly files of "current" and "prior" calendar year death records that were added in the previous week.

    e) Louisiana Tumor Registry (LTR)
       Customized on-line application for use by LTR to inquire death demographic and medical data.

    f) TRANSAX
       Receive a file of medical data coded in ICD-10 format from OPH nosologists as data accumulates. The TRANSAX medical file is created in PC-based software supplied by NCHS. The file is loaded to the medical database and linked to the death demographic database.

    g) Louisiana Department of Elections and Registration
       Create a monthly file of "current" and "prior" year data for death records of Louisiana residents 17 years of age and older who died in Louisiana. The file is transmitted electronically to LA Dept. of Elections and Registration.

h) Louisiana Department of Labor (LDOL)
Create a monthly file of "current" and "prior" year death data of Louisiana residents. The file is transmitted electronically to LDOL.

i) Louisiana State Employees Retirement System (LASERS)
Create a monthly file of "current" and "prior" year death data of Louisiana residents. The file is transmitted electronically to LSERS.

j) Louisiana School Employees Retirement System (LSERS)
Create a monthly file of "current" and "prior" year death data of Louisiana residents. The file is transmitted electronically to LSERS.

k) Louisiana Teachers Retirement System
Create a monthly file of "current" and "prior" year death data of Louisiana residents. The file is transmitted electronically.

l) U.S. Consumer Safety Commission/Safety Council of LA
Create reports containing specific death records that match a list of selected categories. Matched records are submitted monthly.

m) Louisiana Dept. of Public Safety
Receive a "request" file from Public Safety containing records that to be matched with records in the death database. A file containing matched records is returned to Public Safety.

n) Railroad Retirement
Create a monthly report of "current" and "prior" year death data of Louisiana residents.

o) Capable of handling other agency interfaces as required and necessary for agency operations.

IX.   Fetal Death Subsystem Requirements:

1. The software system at a minimum must provide an Internet browser-based application to enter data for Fetal Deaths. The application must be able to execute on a client workstation that has internet access with only the operating system and a web browser installed. No Contractor software may be installed on the client workstation in order to execute the new Vital Records application. The Fetal Death module should minimally accommodate: Adding a new fetal death record at the Hospital, Physicians, or Funeral Home, Processing Unfinished Fetal Death Records, Processing Incomplete Fetal Death Records (Completing a Fetal Death Certificate initiated by another entity (for example: Death Record started by Hospital and Completed by Funeral Home)), Printing a Burial Transit Permit, Coding a Fetal Death Record (creating an export SuperMicar file and importing it back from SuperMicar), Searching for and viewing a Fetal Death Record, Modifying an Existing Fetal Death Record – Corrections and Amendments, Voiding and Deleting an Existing Fetal Death Record, Processing Out-of-State Fetal Deaths that Occur to a Resident, Printing a Non-Certified Copy of a Fetal Death Record, Fetal Death Reports, File Generation – including Import and Export capabilities (creating files for NCHS and other external agencies).

2. The software should provide a system for printing documents (either with or without data) to the end-user's printer. Examples are: Fetal Death Worksheet and reports**.**

3. The software should provide for the automatic routing of a data record to the next entity involved in its processing, once the originating entity has certified that the record is complete. (Example: Fetal Death record is routed to the Physician once the funeral home has reviewed the Fetal Death record and marked that record as "complete.").

4. The software should provide the ability to load historical event data (Fetal Deaths) into the proposed system.

5. Data Providers should be able to verify all information electronically before the record is submitted to the next data provider. Once submitted to the State, the data providers will only be able to view the record that was submitted, they cannot make changes once the record has been filed. The data providers will never be able to view modifications done at the State.

6. The software should provide for the ability to perform modifications to a fetal death record for any data element collected about a fetal death record.

7. The software should provide the ability to search by criteria such as: Decedent's name, date of death, mother's name and/or residence city.

8. The software search feature should support multiple or combination search criteria. (Example: Search the database by mother's last name and date of death). Extensive ad hoc reporting of business activities and statistical data should be allowed, with controlled user access codes.

9. Required Interfaces

   a. OPH State Center for Health Information (SCHI)
      Create a year-to-date sequential file as data completes the processing quarter batch edit process, and an annual sequential file as the calendar year is "closed-out". The files are for use in statistical analysis and adhoc reporting within OPH.

   b) National Center for Health Statistics (NCHS)
      Create weekly flat files of "current" and "prior" calendar year fetal death records that were either added in the previous week or underwent an update to a data field(s) involved in the NCHS interface. For each data file, a transmittal notice file is generated.

   c) Interstate Exchange
      Create a quarterly report identifying fetal death records of mothers who gave birth in Louisiana, but live in a state other than Louisiana, in a U.S. territory or in Canada. The records listed are pulled, copied and forwarded to the state, territory or Canadian province of the mother's residence.

   d) Capable of handling other agency interfaces as required and necessary for agency operations.

X.   Marriage Subsystem Requirements:

1. The software system at a minimum must provide an Internet browser-based application to enter data for Marriages.   The application must be able to execute on a client workstation that has internet access with only the operating system and a web browser installed. No Contractor software may be installed on the client workstation in order to execute the new Vital Records application.   The marriage module should minimally accommodate: Adding a New Marriage Record at OPH, Remote Issuance Office, County Court, or other data providers; Automated and Manual Geographic Coding of a Marriage Record; Searching for and viewing a Marriage Record; Modifying an Existing Marriage Record – Corrections and Amendments; Voiding and Deleting an Existing Marriage Record; Marriage Certificate Printing (Issuance) – Including Statement of No Record Found; Printing a Non-Certified Copy of a Marriage Record; Marriage Reports; File Generation – including Import (receiving an electronic file from the court and importing the data) and Export capabilities (creating files for external agencies).

2. The software should provide a system for printing documents (either with or without data) to the end-user's printer. Examples are: Marriage Worksheet and reports**.**

3. The software should provide for the automatic routing of a data record to the next entity involved in its processing, once the originating entity has certified that the record is complete. (Example: Marriage record is routed to the State once the court has reviewed the Marriage record and marked that record as "complete."   Requiring the entity to have to "submit" a batch and/or single record to the State is not acceptable.)

4. The software should provide the ability to load historical event data (marriages) into the proposed system.

5. Data providers should be able to verify all information electronically before the record is submitted to the State. Once submitted to the State, the data providers will only be able to view the record that was submitted, they cannot make changes once the record has been filed. The data providers will never be able to view modifications done at the State.

6. The software should provide for the ability to perform modifications to a marriage record for any data element collected about a marriage record.

7. The software should provide the ability to search by criteria such as: groom's name, bride's name, and date of marriage.

8. The software search feature should support multiple or combination search criteria. (Example: Search the database by grooms name and bride's name). Extensive ad hoc reporting of business activities and statistical data should be allowed, with controlled user access codes. Data providers should be able to view their own records and create ad hoc reports.

9. Required Interfaces:

    a) State Center for Health_ Information (SCHI)
       Create a year-to-date sequential file as data completes the processing month batch edit process, and an annual sequential file as the calendar year is "closed-out". The files are for use in statistical analysis and adhoc reporting within OPH.

    b) National Center for Health Statistics (NCHS)
       Create weekly flat files of "current" and "prior" calendar year marriage records that were either added in the previous week or underwent an update to a data field(s) involved in the NCHS interface. For each data file, a transmittal notice file is generated.

    c) Capable of handling other agency interfaces as required and necessary for agency operations.

XI.   Divorce Subsystem Requirements:

1. The software system at a minimum must provide an Internet browser-based application to enter data for Divorces. The application must be able to execute on a client workstation that has internet access with only the operating system and a web browser installed. No Contractor software may be installed on the client workstation in order to execute the new Vital Records application. The divorce module should minimally accommodate: Adding a New Divorce Record at OPH; Remote Issuance Office, County Court, or other data providers; Automated and Manual Geographic Coding of a Divorce Record; Searching for and viewing a Divorce Record; Modifying an Existing Divorce Record – Corrections and Amendments; Voiding and Deleting an Existing Divorce Record; Divorce Certificate Printing (Issuance) – Including Statement of No Record Found; Printing a Non-Certified Copy of a Divorce Record; Divorce Reports; File Generation – including Import (receiving an electronic file from the court and importing the data) and Export capabilities (creating files for external agencies).

2. The software should provide a system for printing documents (either with or without data) to the end-user's printer. Examples are: Divorce Worksheet and reports**.**

3. The software should provide for the automatic routing of a data record to the next entity involved in it's processing, once the originating entity has certified that the record is complete. (Example: Divorce record is routed to the State once the court has reviewed the Divorce record and marked that record as "complete." Requiring the entity to have to "submit" a batch and/or single record to the State is not acceptable.)

4. The software should provide the ability to load historical event data (Divorce) into the proposed system.

5. Data providers should be able to verify all information electronically before the record is submitted to the State. Once submitted to the State, the data providers will only be able to view the record that was submitted, they cannot make changes once the record has been filed. The data providers will never be able to view modifications done at the State.

6. The software should provide for the ability to perform modifications to a divorce record for any data element collected about a divorce record.

7. The software should provide the ability to search by criteria such as: grooms name, bride's name, and date of divorce.

8. The software search feature should support multiple or combination search criteria. (Example: Search the database by grooms name and bride's name). Extensive ad hoc reporting of business activities and statistical data should be allowed, with controlled user access codes. Data providers should be able to view their own records and create ad hoc reports.

9. Required Interface

a) State Center for Health Information (SCHI)
    Create a year-to-date sequential file as data completes the processing month
    batch edit process, and an annual sequential file as the calendar year is
    "closed-out". The files are for use in statistical analysis and adhoc reporting
    within OPH.

b) National Center for Health Statistics (NCHS)
    Create weekly flat files of "current" and "prior" calendar year divorce records that
    were either added in the previous week or underwent an update to a data field(s)
    involved in the NCHS interface. For each data file, a transmittal notice file is
    generated.

c) Capable of handling other agency interfaces as required and necessary for agency
    operations.

XII.   Induced Termination Of Pregnancy (ITOP) Subsystem Requirements:

1. The software system must provide an Internet browser-based application to enter data for ITOP. The application must be able to execute on a client workstation that has internet access with only the operating system and a web browser installed. No Contractor software may be installed on the client workstation in order to execute the new Vital Records application. The ITOP module should minimally accommodate: Adding a New ITOP Record at OPH, Remote Issuance Office, or other data provider; Automated and Manual Geographic Coding of a ITOP Record; Searching for and viewing a ITOP Record; Modifying an Existing ITOP Record – Corrections and Amendments; Voiding and Deleting an Existing ITOP Record; ITOP Reports; File Generation – including Import (receiving an electronic file from the data provider and importing the data) and Export capabilities (creating files for external agencies).

2. The software should provide a system for printing documents (either with or without data) to the end-user's printer. Examples are: ITOP Worksheet and reports**.**

3. The software should provide for the automatic routing of a data record to the next entity involved in its processing, once the originating entity has certified that the record is complete. (Example: ITOP record is routed to the State once the data provider has reviewed the ITOP record and marked that record as "complete." Requiring the entity to have to "submit" a batch and/or single record to the State is not acceptable.)

4. Data providers should be able to verify all information electronically before the record is submitted to the State. Once submitted to the State, the data providers will only be able to view the record that was submitted, they cannot make changes once the record has been filed. The data providers will never be able to view modifications done at the State.

5. The software should provide for the ability to perform modifications to an ITOP record for any data element collected about an ITOP record.

6. The software should provide the ability to search by criteria such as: date of service and age of mother.

7. The software search feature should support multiple or combination search criteria. (Example: Search the database by date of service and age of mother).

8. Extensive ad hoc reporting of business activities and statistical data should be allowed, with controlled user access codes. Data providers should be able to view their own records and create ad hoc reports.

9. Required Interfaces:

    a) State Center for Health Information (SCHI)
        Create a year-to-date sequential file as data completes the processing month batch edit process, and an annual sequential file as the calendar year is "closed-out". The files are for use in statistical analysis and adhoc reporting within OPH.

b) National Center for Health Statistics (NCHS)
Create weekly flat files of "current" and "prior" calendar year ITOP records that were either added in the previous week or underwent an update to a data field(s) involved in the NCHS interface. For each data file, a transmittal notice file is generated.

c) Capable of handling other agency interfaces as required and necessary for agency operations.

XIII.   Security Requirements:

1. The software must be compatible with HIPAA regulations. The Contractor will provide a HIPAA compliance matrix detailing how the security of their application maps to HIPAA regulations.

2. The software should support the use of group and user security, such that users should have a valid user identification and password to access the system.

3. The software system should support the use of a "group" security role, defined as a collection of users with identical security levels and/or system rights. The software should provide an interface for the State to define groups and assign users to groups, and to assign functionality to the group. There should not be any pre-defined groups, roles, locations, etc. The State should be able to add and configure groups to meet their business needs.

4. The software security should support rules such that entities can only access data for which they are responsible. (Examples: Hospitals can only access records from that hospital.)

5. The software system should have a transaction log or audit module to track changes to Birth, Death, Fetal Death, Marriage, Divorce, and ITOP records once those records are submitted to the State.

6. The software should support an auto-logout feature. This feature should be configurable by the system administrator only.

7. The software should support the use of Secure Sockets Layer (SSL) encryption within Internet Browsers for the secure transmission of data over the Internet. Terminal Emulation software is not acceptable.

8. The software system should support token authentication, whereby a unique physical device is used to authenticate a user to the software system. This authentication should be able to be used in addition to, or in place of, a user password. Please specify devices supported. The price to include token authentication should be a separate line item price. The State will make a determination based on the price whether to include this functionality.

9. The software system should support a configurable minimum user password length. This minimum password length should be configurable by system administrators.

10. The software system should support password expiration after a configurable number of days. The software system should store a configurable number of old passwords, so that the user is forced to choose a unique password. The system should support a configurable number of days before a user is notified that their password is about to expire.

11. The software system should support the detection of unsuccessful login attempts. The software system should lock an account after a configurable number of unsuccessful

login attempts. Only a system administrator must be able to configure or unlock this feature.

12. The software should provide the ability to review an entire vital event record in a read-only format, based on user group.

13. The software should provide the ability to generate and assign State File Numbers (Certificate Numbers) automatically.

14. The system should be implemented with a web application server located within a DMZ and a separate database server after the DMZ.

15. The system should incorporate a multi-layer security architecture.

16. The system should provide application security, controlling execution rights of users for each of the system applications.

17. The system should provide operation security, controlling performance of certain operations within each application.

18. The system should provide document security, controlling access to certain records within the database.

19. The system should provide data security, controlling access to data elements with database records.

XIV.   Imaging Interface Requirements

1. Vital Records currently has approximately 3.5 million images of birth records on roll microfilm. The contractor will convert these film images into CCIITT Class IV TIF (Tagged Image Format) files. These files will be placed in file folders, nested in groups of 500 or so images per subfolder available from a centralized repository. Each single page TIF image will be named identically to the birth record identification number of the corresponding film roll. Image resolution shall be sufficient to provide a viewable image that can be read and printed, either matching or exceeding the quality of the printed microfilm image. In no event shall the image have less than 200 x 200 dpi (dots per inch) resolution.

2. Contractor will provide its own equipment / software / training necessary to convert the images mentioned above.

3. In the event an incomplete main system record isn't available to produce a birth certificate, the contractor will construct a simple routine to view the corresponding image in a separate window to facilitate the completion of the main system record.

4. Since HIPAA guidelines restrict who may or may not have access to these records, on site OPH employees will operate any machinery required to convert the images. It will be the contractor's responsibility to train one supervisor and one machine operator in all aspects of the operation and management of the required hardware and / or software.

XV.   Software Considerations and Requirements:

1. Contractor software must be written to utilize ONLY an Oracle Database Enterprise Edition Processor Perpetual License as the underlying database engine. The user ID's and passwords may only be at the application level, and should be able to be maintained with the Contractor's software.

2. Contractor software must not require client's side software other than a standard internet browser. Terminal emulation or Citrix implementations are not acceptable. Contractor's software should be able to utilize leading application servers such as BEA's WebLogic and IBM's WebSphere products. All application development should be done in the continental United States, with OPH having access to conference calls with the development team during OPH's normal business hours.

3. The software must be able to handle transactions 7 days per week, 24 hours per day, 365 days per year with the exception of scheduled down time during off-hours for daily, weekly, monthly, quarterly, and yearly system saves and system upgrades and for the application of any program patches.

4. At the time of software installation, the Contractor must supply software media for all software installed, so that the software can be easily re-installed if needed.

5. The Contractor must clearly specify the minimum and recommended PC requirements necessary to run the software package successfully.

6. The Contractor must supply documentation that specifies a step-by-step plan for the routine backup of the software system database and all associated software files necessary for database restoration.

XVI. Installation Considerations and Requirements:

1. The Contractor will convert all current data to the new database and ensure its compatibility with the new Vital Records Application. Conversion scripts will be developed by the Contractor to perform the data conversion. The Contractor will assist OPH in identifying data conversion issues, and will provide guidance for OPH to perform data scrubbing.

2. The Contractor should provide a yearly maintenance agreement, for not more than 15% of the total contract value, or at OPH's discretion. The maintenance agreement will be entered into after the warranty period. The entire first year's maintenance cost must be included in the pricing offered. Please price the maintenance on a yearly basis.

3. The Contractor should install all Contractor -supplied software modules and programs. OPH Information Technology employees will participate in this software installation and configuration for training purposes, however contractor must provide all necessary staff for the installation and configuration.

XVII. Resources Available to Contractor

The Office of Public Health will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress.

A procurement library of relevant documents can be found at:
http://www.oph.dhh.state.la.us/recordsstatistics/vitalrecords/page20dd.html

XVIII. Contact Person:

Audrey Pugh
1201 Capitol Access Road
Bin #4
Baton Rouge, LA   70802
Phone: 225-342-8096
Email: apugh@dhh.la.gov

XIX. Term of Contract

The contract shall commence on or about the date approximated in the Schedule of Events. Under no circumstances shall the total contract period exceed 3 years.

XX. Payment

The Contractor will be paid upon submission of deliverables and OPH approval of itemized monthly invoices.

XXI. Evaluation Criteria

The evaluation of the proposals will be based on the criteria listed below. The evaluation of each proposal will be conducted by an evaluation team designated by the Office of Public Health, who will determine the proposal most responsive or most advantageous to the State, taking into consideration price and the evaluation factors set forth in this RFP.

Scoring will be based on a possible total of 100 points. Each evaluator will score each proposal and the proposal with the highest combined total score will be recommended for award. Scoring for cost will be based on the following formula:

CPS=(LPC/PC)*25
CPS = Cost Proposal Score for Contractor
LPC = Lowest Proposal Cost of all Contractors
PC = Contractor's Cost

Major Criteria and their assigned weights are:

Major Criteria	Weight (%)
Understanding of Scope of Work	5
Technical Proposal-Module Requirements	20
Prior Experience/Personnel Qualifications	15
Software Requirements	20
Training Requirements	5
Business Requirements	10
Cost	25
TOTAL	100

XXII. Proposal Specifications

1. This section outlines proposal provisions that determine compliance of each Contractor's response to the RFP. Failure to comply with any requirement may result in the rejection of the proposal. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal must describe the background and capabilities of the Contractor, give details on how the services will be provided, and include a proposed budget. It should also include information that will assist the State in determining the level of quality and timeliness that may be expected.

2. An item by item response to the Request for Proposals is required.

3. There is no intent to limit the content of the proposals, and Proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the Proposer's plan to satisfy the requirements of the RFP.

4. Proposal Outline (proposals should follow the outline as follows):
    a) Introduction
    b) Understanding of Project Scope/Work Plan
    Respond to each contract requirement V through XVI in a table format. Use the specific Roman numeral of each requirement in one column with the requirement verbiage and detail in the next and how you meet and plan to accomplish each requirement in the third column. All requirements must be satisfactorily met and documented as to how you will meet this requirement to receive full consideration.
    c) Relevant Corporate Experience
    d) Personnel Qualifications
    e) Cost and Pricing Analysis
    f) Administrative Data
    g) Corporate Financial Condition
    h) Performance Bond
    i) Alternative to Performance Bond
    j) Assignments
    k) Additional Information
    l) Warranty Against Cost Disclosure and Broker Fees
    m) Location of Active Office with Full Time Personnel

5. Content of Proposal Outline Listed Above

    a) ***Introduction***: Should contain summary information about the Contractor's organization and its ability to satisfy provisions of the Request for Proposals.

    b) ***Understanding of Project Scope/Work Plan***: Should state Contractor's knowledge and understanding of the needs and objectives of the Office of Public Health and its programs, as related to the scope of this RFP. This section should also include the technical specifications of the system being proposed.

Work Plan: The work plan should be presented as follows:

1. Breakdown into logical subtasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each subtask. The Proposer is required to provide a strategic overview.
2. Identify all assumptions or constraints on tasks.
3. Estimate time involved in completion of subtasks.
4. Identify critical tasks; if subcontractor is to be used, all information required of Proposer shall be required of subcontractor.
5. Document adequately, describing procedures to protect the confidentiality of records in OPH databases, including records in databases that may be transmitted electronically via email or the Internet.

c) ***Relevant Corporate Experience***: The purpose of this item is to evaluate the corporate experience, resources, and qualifications of the Proposer. In this section, the Proposer should indicate the firm has a record of prior successful experience in the design and implementation of systems/programs sought through this RFP. Proposers should include statements specifying the extent of responsibility on the projects and a description of each project's scope and similarity to the project outlined in this RFP.

1. State the length of time Proposer has been incorporated.
2. Proposer must have documented experience developing and supporting Vital Records (Birth (including adoption and putative fathers' registry), Death, Fetal Death, Marriage, Divorce, and Induced Termination of Pregnancy) software and databases. Proposer must have multiple existing vital records applications executing in a statewide production environment. At least one of them must be internet based. The internet application must be utilized by a minimum of 250 users, and must be fully executed in a production environment. Applications executing in a test environment, or not utilized statewide, are not acceptable. Statewide is defined as the majority of hospitals, funeral directors, and local registrars are using the application in a production environment. Provide specific references, technology used, and number of users for each production environment.
3. Proposer must have as a minimum 2 vital records applications executing in a production environment utilizing an imaging application to capture documents. These solutions may be "stand alone" solutions, or may be integrated into the Proposer's electronic vital record solution.
4. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. In particular, the experience with implementing an integrated vital records application as well as the magnitude of previous projects implementing same. The Proposer should have, within the last 24 months, completed a similar type project. Proposers should give at least two customer references for projects completed within the last 24 months. References should include the name and telephone number of each contact person. A

statement of involvement in litigation that could affect this work must be included.

d) ***Personnel Qualifications***:   The purpose of this item is to evaluate the qualifications of proposed staff to be assigned to the project. Resumes of key personnel should include:
   1. Experience with Proposer
   2. Previous experience in evaluation, design, and/or implementation of similar Vital Records programs described in detail
   3. Educational background
   4. Availability of full time personnel and the office location where the local staff personnel are housed

The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel. Personnel should be identified, if possible, and should be the individuals who will work directly on the project. Percentage of time-work hours committed, or other identification of the proposed level of effort must be submitted.

e) ***Cost and Pricing Analysis***: Proposer must specify costs for performance of tasks and methodologies of payment. Proposal must include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs must be furnished in the proposal.

   1. The Proposer must fully document the hardware and software requirements of the proposed system. The Proposer must clearly specify what hardware and software are included in the proposal, and what hardware and software are not included in the proposal but are necessary for the function of the system to performance specifications.
   2. The Proposer must provide a detailed explanation of the licensing requirements of the software system in total. Adequate information should be available to allow OPH to roughly estimate or project the cost of future upgrades or additions.
   3. Cost evaluation will be based on the following formula on a cost point total of 25 points:

      CPS = (LPC/PC) * 25
      CPS = Cost Proposal Score for Proposer
      LPC = Lowest Proposed Cost of all Proposers
      PC = Proposers Cost

f) **Administrative Data**: The proposal should include the following administrative data:

   1. Name and address for purpose of issuing checks and/or drafts.
   2. Name and address of principal officer.
   3. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, and termination date.

4. If the Proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state.
5. Proposer's federal tax identification numbers.

g) **Corporate Financial Condition**: Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the Proposer's financial resources sufficient to conduct this project.

h) **Performance Bond**: The department will require the Proposer within ten (10) days of negotiation and signing of the Contract, to procure, submit, and maintain a Performance bond in the amount of 10% of the total contract amount. Or in lieu of a Performance bond, the Contractor may submit an irrevocable letter of credit for 10% of the contract amount. The Contractor should provide a guarantee in their proposals that if awarded the contract, they shall comply with the performance bond requirements.

i) **Alternative to Performance Bond**: As an alternative to a Performance bond or letter of credit requirement in i) above, the Department, at the request of the contractor, and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance. This retainage will be released at the end of the contract period.

j) **Assignments**: Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm, or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

k) **Additional Information**: Proposers may be required by the Department to provide additional clarifying information concerning proposals.

l) **Warranties**: The following 2 items must be included in the proposal:
Warranty Against Cost Disclosure: The Proposer shall warrant that it has not discussed or disclosed price or cost data with DHH prior to the opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

Warranty Against Broker's Fees: The Proposer shall warrant that it has not employed any company or person other than a bona fide employee working solely for the Proposer or a company regularly employed as its marketing agent to solicit or secure the contract. The Proposer shall also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the Proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the contract.

m) <u>**Location of Active Office with Full Time Personnel:**</u>

The proposal will include all office locations (with addresses) with full time personnel.

n) Upon award of contract, winning contractor must provide necessary business documents as required by the Office of the Secretary of State of Louisiana.

XXIII. Submission of Proposals

Contractor must deliver (1) original and ten (10) hard copies of the proposal by 4:00pm CST on Tuesday, July 20th, 2004 to:

Audrey Pugh
1201 Capitol Access Rd.
Bin #4
Baton Rouge, LA 70802
Phone: 225-342-8096
Email: apugh@dhh.la.gov
Proposals received after this deadline will not be considered.

XXIV. Other Logistics

1. Proposal Cost: All costs of the proposal shall be assumed by Proposer.

2. Communication and correspondence pertaining to the RFP shall be submitted to:

> Audrey Pugh
> 1201 Capitol Access Road
> Bin #4
> Baton Rouge, LA 70802
> Phone 225-342-8096
> Email: apugh@dhh.la.gov

   a) All questions must be submitted in writing or by email by the date specified in the schedule of events; a copy of all questions and answers will be sent to all potential Proposers known to have received the RFP.

   b) Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarifications from the Department liaison shall be binding.

   c) For deadline for receipt of proposals, please refer to Schedule of Events.

   d) Proposer shall guarantee that the entire proposal submitted shall become a contractual obligation and valid if a contract is awarded.

   e) In the event it becomes necessary to revise any portion of the RFP for any reason, OPH shall distribute addenda, supplements and/or amendments by certified mail to all potential Proposers known to have received the RFP.

3. Contact After Solicitation Deadline: Only Audrey Pugh has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

4. Rejection and Cancellation: Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. DHH and the State of Louisiana reserve the right to reject proposals received in response to this solicitation.

5. Completeness of Information: Failure to furnish adequate information specifically required in this solicitation may disqualify a proposal.

6. Award Without Discussion: The Secretary of DHH reserves the right to make an award without presentations by potential Proposers or further discussion of proposals received.

7. Ownership of RFP: All proposals become the property of OPH and will not be returned to the Proposer. The State of Louisiana shall have the right to use all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once an award is made, all proposals will become subject to the Louisiana Public Record Law.

XXV. Contractual Terms

1. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal.

2. Mutual Obligations and Responsibilities:
   The State requires that the mutual obligations and responsibilities of DHH and the successful Proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.

XXVI. Guidelines for new NCHS requirements

Guidelines and specifications for the new NCHS format may be found at the http://www.cdc.gov/nchs/vital_certs_rev.htm. Find the document "MasterSpec9-10-02-acc.pdf". This is a 200+ page document. It details the scope of the changes in information and processes now being required by the federal agencies. These guidelines not only mandate the collection of additional data, but how, when, why and where it's collected. It impacts much more than the fields that appear on the birth / death questionnaires.

AGREEMENT BETWEEN STATE OF LOUISIANA

Revised 10/30/02
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DEPARTMENT OF HEALTH AND HOSPITALS

Office of Public Health

AND

FOR
☐ Personal Services   ☐ Professional Services   ☐ Consulting Services   ☐ Social Services

1) **Contractor (Legal Name if Corporation)**	5) **Federal Employer Tax ID# or Social Security #** (11 digits)
2) **Street Address**	6) **Parish(es) Served**
City and State **Zip Code**	7) **License or Certification #**
3) **Telephone Number**	8) **Contractor Status**
4) **Mailing Address (if different)**	Subrecipient: ☐ Yes ☐ No Corporation: ☐ Yes ☐ No For Profit: ☐ Yes ☐ No Publicly Traded: ☐ Yes ☐ No
City and State **Zip Code**	8a) **CFDA#**(Federal Grant #)

9) **Brief Description Of Services To Be Provided:**
Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) **Effective Date**	11) **Termination Date**

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**

14) **Terms of Payment**
If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	**Phone Number**

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

1.	Contractor hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.

2.	Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)

3.	The State Legislative Auditor, Office of the Governor, Division of Administration Auditors and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

	Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. All audit fees and other costs associated with the audit shall be paid entirely by the Contractor. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four **(4) copies** of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one **(1) copy** of the audit shall be sent to the **originating DHH Office.**

4.	Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department. If Medicare reimbursable, these shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify the nature and extent of costs of services, as provided at Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).

5.	Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the State.

6.	Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for social security and witholding taxes, contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance.

7.	In consideration for goods delivered or services performed, the Department shall make all checks payable to the contractor in the amounts and intervals as expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and are specified under "Special Provisions." The contract

contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses. When applicable, the amounts may be stated by category and then as a comprehensive total.

8.   No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

9.   Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

10.   Upon completion of this contract or if terminated earlier, all records, reports, work sheets or any other materials related to this contract shall become the property of the Department.

11.   Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Department (which approval shall be attached to the original agreement). Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however that no provisions of this clause and no such approval by the Department or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Department beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.

12.   Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by the Department. This contract is not effective until approved by the required authorities of the Department and if contract exceeds $20,000, the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

13.   In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.

14.   This agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until agreement has been approved by required authorities of the Department; and, if contract exceeds $20,000, the Director of the Office of Contractual Review, Division of Administration.

        The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15.   Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the Office which is a party to the contract, and the Contractor and approved by required authority of the Department; and; if contract exceeds $20,000, the Director of the Office of Contractual Review, Division of Administration. Budget revisions in cost

reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

16.   Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.

17.   Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. **This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.**

18.   Contractor agrees that purchase of equipment under the terms of this agreement shall require prior approval of the Department and shall conform to bid and inventory requirements as set forth in the Property Control Manual for Contracting Agencies and which comply with the Louisiana Procurement Code and property control regulations.

Any equipment purchased under this agreement remains the property of the Contractor for the period of this agreement and future continuing agreements for the provision of the same services. For the purpose of this agreement, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of $250.00 or more. The contractor has the responsibility to submit to the Program Office Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur.   Contractor agrees that upon termination of contracted services, the equipment purchased under this agreement reverts to the State. Contractor agrees to deliver any such equipment to the State.

19.   Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. **This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)).   Further it does not apply to premise liability when the services are being performed on premises owned and operated by DHH.**

20.   Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

21.   Contractor agrees that the current contract supersedes all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

CONTRACTOR	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
CONTRACTOR	
SIGNATURE **DATE**	Frederick P. Cerise, M.D., M.P.H. **DATE**
NAME	
TITLE	

(Name of Regional Office, Facility)	(OFFICE NAME)
SIGNATURE **DATE**	**SIGNATURE** **DATE**
NAME	**NAME**
TITLE	**TITLE** Assistant Secretary